

APPLICATION STEPS

Please complete the following 6 steps to register for any Power Pilates Teacher Training program.

1. Indicate in the boxes below, which program(s) you are registering for.
 - Include the program start date and city/state.
 - If you are interested in a payment plan mark that box (apparatus programs only).
2. Complete the registration form.
3. Read through the student contract and terms and conditions.
4. Initial the top of the terms & conditions - 2 pages. **Look for the red boxes.**
5. Include the deposit (final payments are due one (1) month prior to program start date).
6. Mail/Fax the application – **5 pages** – to Power Pilates.

Mail Power Pilates
49 West 23rd Street, 10th floor
New York, NY 10010
Attn: Teacher Training Application

Fax (212) 627-5624 / Attn: Teacher Training Application

Final payments are due one (1) month prior to program start date.

ACCEPTANCE LETTER/RECIEPT

Power Pilates will process your application within two weeks of receiving it. Confirmation of your place in the program, along with study material to review/memorize before the program begins, will be e-mailed shortly after.

Indicate which program(s) you are registering for.

MAT PROGRAMS

	price	deposit	start date	city/state
<input type="checkbox"/> PMA Student membership (mandatory for Beg Mat)	\$35.00	-		
<input type="checkbox"/> Beginner Mat	\$500.00	\$100.00		
<input type="checkbox"/> Beginner Mat (Bridge participant)	\$350.00	\$100.00		

Student Name			
Address			Apartment/Suite #
City	State	Zip Code	Country
Home Phone	Work Phone	Cell Phone	
E-mail			

I have read and agreed to the Power Pilates Student Contract and Power Pilates Student Contract Terms and Conditions pertaining to the program(s) I am registering for.

signature _____ date signed _____

PAYMENT INFORMATION:

Credit Card Holders Name _____

Card Holder's Address if different from home address

Address			Apartment/Suite #
City	State	Zip Code	Country

circle one deposit full tuition

*Check/Money Order #
payable to Power Pilates _____

*Credit Card Type *circle one* Visa MasterCard American Express Discover

*Credit Card Number

Expiration Date
month year

3 or 4 Digit Verification Code

Total Amount Enclosed \$ _____

I agree to pay according to card issuer agreement:

signature

POWER PILATES STUDENT CONTRACT

1. By signing this contract, with Power Pilates, Inc., a New York Corporation (“PPI”), I (“Student”) acknowledge that I have read and understand all of the requirements and guidelines of the program and that I agree to all of the terms, conditions and regulations.
2. Student acknowledges that he/she has sufficient mental and physical health to participate in this strenuous program. The student participates in the program at his/her own risk and agrees to release collectively all PPI employees from any and all liability.
3. PPI make no representation or warranties concerning the user application of the movement lessons and/or procedures taught in this course other than the course accredited by PPI.
4. Cancellations: If you withdraw from any program(s) you will automatically lose \$100.00 processing fee.
Up to one (1) month prior to initial course date -75% refund from course fee (minus the \$100 processing fee);
Less than one (1) month from initial course date - 50% refund from the course fee (minus the \$100 processing fee)
Within one (1) week of initial course date and up to the day before the course - 25% refund from course fee (minus the \$100 processing fee);
Absolutely no refunds the day the course begins.
5. Transferring: If and/or every time you transfer to another program you will be charged a \$100.00 processing fee.
6. PPI All-Inclusive Payment Plan: The cancellation policy listed above (#4) does not apply if you enter into a Power Pilates Package. You will pay full price for the program(s) you previously attended and then will follow the cancellation policy (#4 above) for the program(s) that have not begun. You will automatically lose minimum \$100.00 processing fee per program.
7. PPI reserves the right to terminate any student from the program for misconduct, chronic tardiness and any other unprofessional conduct. In the event that a Student is terminated from the program, PPI will not refund any tuition paid. Misconduct is defined as: alcohol or drug use, violent behavior, sexual misconduct, verbal or physical abuse, property damage, theft.
8. PPI reserves the right to cancel any program up to one week prior to program start date.
9. Student/teacher understands and agrees that Power Pilates and Power Pilates® + Design are trademarks of, and proprietary to, PPI. The teacher promises not to use the trademarks of PPI for any reason or purpose without the advance written permission and approval of PPI.
10. Student/teacher understands that the teaching materials used in PPI’s programs have been created by, and are the property of, PPI. The student/teacher promises that he or she will use these materials solely in connection with this teacher training program(s) and will not use or copy these materials for any other purpose, commercial or otherwise and shall not copy these materials.
11. The attached Power Pilates Student Contract Terms and Conditions is made a part of this Agreement and is fully incorporated by reference.

I, _____, have read, understand and agree to the terms of the above Power Pilates

signature

date signed

	program start date	city/state
When/Where did you attend Power Pilates Beginner Mat program?		
When/Where did you attend Power Pilates Intermediate Mat program?		
Do you need to re-test for Beginner Mat ? If so, where/when did you originally take it?		
Do you need to re-test for Intermediate Mat ? If so, where/when did you originally take it?		
Do you need to re-test for Advanced Mat ? If so, where/when did you originally take it?		

STUDENT CONTRACT TERMS & AGREEMENT

1. **General Provisions.** PPI shall process all applications by prospective Students and reserves the right, in its sole discretion to accept or deny acceptance of any such individuals into a PPI instructional program. PPI shall have sole discretion to determine if any individual meets the necessary requirements for the level of certification sought, and if additional training, class work, workshops, apprentice hours are required in order for the individual to pass an interim exam or final examination to be granted a certification under that program. PPI shall have sole discretion to determine if any individual meets the necessary requirements to be granted a certification under its various programs. All Students and certified PPI instructors are expected to exhibit conduct and attitude consistent with the highest professional standards of the exercise industry. Should Student's behavior, attitude or actions are considered by PPI not to comport with such standards, you may be required to leave the enrolled training program, or disassociate yourself from being a Certified PPI Instructor. Dismissal from an enrolled training program will result in forfeiture of the program fees and evaluation scores. It is expressly understood that you shall complete the 600 apprenticeship hours for either the comprehensive program or the 12-Day Intensive Program within: i) six (6) months for programs conducted by PPI in New York/Atlanta; and ii) nine (9) months for programs not conducted by PPI in New York/Atlanta, computed from the first day of your program instruction (the "Program Completion Period"). Should you exceed the foregoing time periods to complete your apprenticeship hours, you shall be billed an additional one-hundred-fifty (\$150.00) dollars per month for each month beyond the Program Completion Period.
2. **Ownership Of Materials.** Student acknowledges that all manuals, materials, documents, and the like ("Materials") provided by PPI are confidential, proprietary and owned by PPI and that all right, title and interest in and to such Materials shall at all times continue vested in PPI. Student acknowledges that the Materials, including but not limited to design, content, order of instruction, sequence of exercise, photographs, diagrams, and methodology is all proprietary to PPI and are protected by copyright, trade secret and unfair competition laws Student further acknowledges that Student has no rights in the Materials. Student shall take all reasonable steps to protect the Materials from any use, copying, reproduction, publication, disclosure or distribution. Student shall not remove, alter, cover or distort any copyright notice, trademark or other proprietary rights notice placed by PPI in or on the Materials. Upon request by PPI, Materials shall be returned to PPI. Failure to return all such Materials shall result in a claim for damages by PPI for their return. As an agreed liquidated damage for the failure of Student to return such Materials, Student agrees to pay PPI at the rate of \$50.00 per day commencing with the date PPI demands their return until Student returns all of the Materials. Student recognizes and acknowledges that no rights or licenses are granted by PPI to Student except as expressly stated herein.
3. **Fee And Taxes. Fees.** Student agrees to pay all fees as provided herein. **Taxes.** In addition to any fees charged pursuant to this Agreement, Student shall pay all current and future state and federal taxes imposed upon this Agreement, excluding, however, all taxes on or measured by PPI's income. **Payment.** Student shall be required to promptly pay all fees and taxes billed by PPI pursuant to this Agreement, all invoices being due upon receipt. **Fee Changes.** PPI reserves the right to change its fees at anytime by providing thirty (30) days advance notice of any such changes. **Late Payments.** Any payment required hereunder that is made late (including unpaid portions of incomplete payments) will bear interest, compounded monthly, from the date due until the date paid, at the lesser of eighteen percent (18%) per annum or the highest interest rate permitted to be charged by applicable law. Any payment received from Studio more than ten business days after becoming due will be deemed late for purposes of this Agreement. Any interest charged or paid in excess of the maximum rate permitted by applicable law will be deemed the result of a mistake and will be credited or refunded, together with interest as set forth above from the date charged until the date credited or refunded.
4. **Training and Testing.** The program for which Student has applied is outlined in the materials annexed hereto and in more detail in the PPI Training Manual which will be provided to Student upon acceptance into the program. Throughout the program, Student will be observed and tested on Student's knowledge, proficiency and ability to teach classical Pilates pursuant to the PPI Methodology. Such evaluations will consist of oral, written and practical examinations and observations, and are designed to make assessments of Student's proficiency. At various different times throughout the program, Student will be tested, and if the results of such testing are inadequate for Student to proceed to the next level of instruction, Student shall be accordingly informed and weaknesses shall be identified. At no time will Student be permitted to go to the next level or course of training without having completely satisfied all requirements and testing of the current level. Student is required to obtain at least a seventy-five (75%) percent score or better on all written examinations. Student shall be permitted to retake written exams once without further charge.
5. **Status of Certified PPI Instructor:** Once Student completes all courses within the program, and to PPI's sole and exclusive satisfaction passes all oral, written and practical examinations for each course comprising the PPI Pilates Methodology training, then Student shall receive a certificate evidencing the completion of such certification program. Upon satisfactory completion and receipt by Student of the certificate of certification, Student shall thereafter be qualified and entitled to teach and train clients in the PPI Pilates Methodology as set forth in the PPI Training Manual. Student shall not be qualified to, nor can not, and is not authorized to train other students or individuals to become instructors of the PPI Pilates Methodology. Should student teach or train other students or individuals to become teachers, student's certification shall be immediately and unconditionally revoked. Only upon receipt of a certification by PPI evidencing that Student is a PPI Certified Teacher Trainer can Student teach other students or individuals to become teachers of the Power Pilates Methodology.
6. **Trademarks.** Student recognizes and acknowledges that the trademarks, service marks and certification marks of PPI, including but not limited to POWER PILATES, and POWER PILATES AND DESIGN, and all marks developed, adopted and used by PPI during the term of this Agreement are owned by PPI (the "Trademarks"). Student acknowledges that no license is hereby granted to use and Trademarks of PPI, and that Student shall not use the Trademarks in any manner without specific prior written approval from PPI. No license, under any trademark, patent, copyright, or any other intellectual property right, or personal property right, is either granted or implied by the conveying or use of Materials or confidential information to Student.
7. **Confidentiality.** Student acknowledges that the Materials contain trade secrets and information not generally known, which PPI states, and Student acknowledges, have been developed or acquired by PPI through the expenditure of a great deal of time and money. Student agrees to maintain and protect the confidentiality of the Materials agrees not to disclose them or use them for any purpose not contemplated by this Agreement. Student's failure to maintain the confidentiality of the Materials shall be sufficient grounds for termination of this Agreement by PPI. The provisions of this section shall survive termination of this Agreement, and shall be binding upon Student from unauthorized and unlawful disclosure of the Licensed Materials for five (5) years from the termination, expiration or cancellation of this Agreement.
8. **DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, PPI MAKES NO EXPRESS OR IMPLIED

WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

9. **WAIVER & RELEASE:** In consideration of the acceptance of Student's participation in a PPI program (the "Program"), Student hereby waives any liability PPI may be arising out of my participation in the Program. Furthermore, Student has been given the rules and regulations of the Program, and as a Student, Student hereby agrees to hold harmless PPI and all other persons and entities, including but not limited to any facility owner/operator utilized during the Program and all sponsors, Students, third parties, other students, clients, teachers, trainers, certified PPI instructors, involved in or otherwise connected with the Program for any damages, physical, personal or property—which may arise from my participation in the Program. Because physical exercise can be strenuous and subject to risk of serious injury, PPI urges you to obtain a physical examination from a doctor before participating in the Program or participating in any exercise activity. Student agrees that by participating in physical exercise or training activities, you do so **entirely at your own risk**. Student agrees that Student is voluntarily participating in the Program and these activities and use of facilities and premises **and assumes all risks** of injury, illness, or death. PPI is also not responsible for any loss of your personal property. Student acknowledges that Student has carefully read this "**Waiver and Release**" and fully understands that it is a **complete release of liability**. Student expressly agrees to release and discharge all trainers, instructors, other students, officers, directors, employees, affiliates, clients of PPI from any and all claims or causes of action and Student agrees to voluntarily give up or waive any right that Student may otherwise have to bring a legal action against any of the foregoing for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release also covers and includes negligence and any legal theory based upon negligence. If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid and/or unenforceable, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from. By signing this Agreement, Student acknowledges that Student understands its content and that this release cannot be modified orally.

10. **LIMITATION OF LIABILITY.** PPI'S LIABILITY TO STUDENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF ANY FEES PAID BY STUDENT TO PPI HEREUNDER. IN NO EVENT WILL PPI BE LIABLE FOR INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUFFERED BY STUDENT, EVEN IF PPI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **INDEMNIFICATION.** Student shall hold PPI harmless, from any suit or proceeding brought against Student based on a claim related to this Agreement, or on any tort theory, including negligence.

12. **GENERAL PROVISIONS. Amendments in Writing.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. **Assignment.** This Agreement may not be assigned by Student or by operation of law to any other person, persons, firms, or corporation without the express written approval of PPI. This Agreement shall be binding upon such approved successors, assigns or designees. **Attorney Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this Agreement or a breach thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees. **Enforceability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. **Entire Agreement.** The parties have read the Agreement and these Terms and Conditions and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to this Agreement and to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. **Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of PPI to perform, governmental regulations, power failure(s), earthquakes, or other disasters. **Form of Payment.** Any payment made under the provisions of this Agreement shall be made by check drawn on a bank in the United States, in United States dollars. All amounts stated herein, and charged by PPI are stated in United States dollars, unless otherwise specified. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPALS OF CONFLICTS OF LAWS, AND THE PARTIES DO HEREBY CONSENT TO JURISDICTION AND VENUE IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF NEW YORK, COUNTY OF NEW YORK.** **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement. **Injunctive Relief.** The parties acknowledge and agree that any breach or threatened breach of this Agreement, may give rise to irreparable injury to the other party. The parties agree, that in addition to all other rights and remedies that they may have, a party may seek injunctive relief. **Notices.** All notices and demands hereunder shall be in writing and shall be served by personal service, by certified return receipt mail, or internationally recognized express courier service at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt. **Relationship of the Parties.** Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. **Survival.** The obligation to pay all accrued Fees and the confidentiality obligations and ownership provisions set forth in this Agreement shall survive the termination of the Agreement by either party for any reason. **Travel Expenses.** Student shall be responsible for all Travel Expenses in connection with its performance of its obligations contained herein. **Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of PPI, its agents, or employees, but only by an instrument in writing signed by an authorized officer of PPI. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

